

# **REQUEST FOR PROPOSAL (RFP)**

# Group Purchasing Organization (GPO) Membership

County of San Bernardino
Purchasing Department
777 East Rialto Avenue
San Bernardino, CA 92415-0760
September 2007

# Request for Proposal Group Purchasing Organization (GPO) Membership

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#### I. Introduction

### A. Purpose

The purpose of this Request for Proposal (RFP) is for the County of San Bernardino (herein referred to as COUNTY) to enter into a membership agreement with a full service Group Purchasing Organization (GPO). This membership will enable the COUNTY to take advantage of volume purchase agreements and other services in an effort to cut costs and to streamline its procurement processes.

The departments within the COUNTY that this membership would cover are, Arrowhead Regional Medical Center (ARMC), Behavioral Health, Probation, Public Health, and Sheriff.

Currently, it is estimated that the COUNTY expends approximately \$75 million annually in the purchase of medical supplies, pharmaceuticals, nutrition and minor equipment.

#### **B.** Period of Agreement

The term of the agreement will be for a period not to exceed three (3) years with the possibility of two/ one- (1) year extensions. This agreement is expected to commence in January 2008, upon approval of the County of San Bernardino Board of Supervisors and end December 2010.

### C. Mandatory Vendor Requirements.

All Vendors must:

- **1.** Provide staffing Information: (a) Provide resumes of key staff who would be handling the County's account, along with a company organization chart
- 2. Provide a company profile to include MVV (mission, vision and values)
- 3. Provide information which indicates if your company is either privately or publicly held.
- **4.** Provide professional references of at least five (5) agencies which you provide GPO membership services for. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Provided. This information must be included on Attachment F References.
- 5. Attach a copy of a draft agreement and include terms and conditions of membership.
- **6.** Submit proposal in the manner as stated in Section VI of this proposal.

#### D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before **4 PM (PST) on Wednesday, September 26, 2007,** and directed to the individual listed in Section I, Paragraph E. All questions will be answered and posted at the County website. <a href="http://www.sbcounty.gov/rfp/rfplist.htm">http://www.sbcounty.gov/rfp/rfplist.htm</a>

#### E. Correspondence

All correspondence, including proposal, is to be submitted to:

Terri Martinez County of San Bernardino Purchasing Department 777 East Rialto Avenue San Bernardino, CA 92415-0760

Fax Number: (909) 387-2245 Email: tmartinez@pur.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.** 

#### F. Admonition to Vendors

Once this RFP has been issued, prospective vendors are specifically directed not to contact County personnel (other than the individual identified in Section E above) for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraphs D and E.

#### **G.** Proposal Submission Deadline

All proposals must be received at the address listed in Section I, Paragraph E, no later than **11 AM on Monday**, **October 15**, **2007**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered. It is the Vendor's responsibility to ensure delivery of the proposal in a timely manner.

#### II. Proposal Timeline

Release of Board-Approved RFP	September 11, 2007
Deadline for Submission of Questions	4 PM (PST) on Wednesday, September 26, 2007
Questions/Answers Posted to County Website	5 PM (PST) on Thursday, October 4, 2007
Deadline for Proposals	11 AM (PST) on Monday, October 15, 2007
Tentative Date for Interviews/Presentations	November 2007
Tentative Date for Awarding Contract	December 2008

The COUNTY reserves the right to deviate from this schedule. If any deviation becomes necessary prior to the submission deadline, Addendum to this RFP will be posted to the COUNTY website noted in Section I, D.

# **III. Proposal Conditions**

#### A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals, if the County determines it is in the best interest of the County to do so. The County will notify all Vendors in writing, if the County rejects all proposals.

#### B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

# C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Vendor's responsibility to ensure that its proposal arrives on or before the specified time.

#### D. Incurred Costs

This RFP does not commit the County to pay any costs incurred by Vendors in the preparation of a proposal in response to this request and Vendors agree that all costs incurred by Vendors in developing this proposal are the Vendor's responsibility.

#### E. Negotiations

The County may require the potential Vendor/Contractor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

# F. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

#### G. Alternate Proposals

The County will consider any and all proposals. A list of suggestions or procedures that could be followed or methods of enhanced communication can be attached to the response. The County does, however, reserve the right to seek clarification on alternate proposals, issue addenda to all Vendors, or to reject any or all proposals.

#### H. Formal Contract

The successful Vendor will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing.

Failure to raise any objections to the contract language at the time of submittal of a response to this RFP will result in a waiver of objection to any of the contract language.

#### I. Final Authority

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

# IV. Scope of Services

# A. Background

The COUNTY is seeking access to a full service Group Purchasing Organization enabling the COUNTY to take advantage of medical, pharmaceutical and support services, supply contracts and service agreements.

The COUNTY must be able to fully access the contracts and services provided under an agreement with a GPO effective immediately upon contract execution.

Areas covered by the GPO's contracts should include but not be limited to the following Commodities, Equipment and Services:

- Support Services
  - Information Services
  - o Maintenance, Repair, and Operating inventory (MRO)/Facilities
  - Laundry
  - Environmental Services
  - Administrative
  - Home Health
  - General Office
- Medical / Surgical
- Surgical Services
- Pharmaceuticals
- Laboratory
- Diagnostic Imaging
- Dental
- Food and Nutrition
- Minor Equipment

# **B.** Information Required

- Provide a detailed summary of all programs available under the Group Purchasing Organization.
- Provide a detailed overview of the rebates available to the COUNTY under the Group Purchasing Organization.
- Provide a detailed summary of compliance policy including levels of compliance, percentage of business that each level of compliance requires, and sole source contractors.
- Provide contract register by service.
- Provide a description of the ability to access contract register electronically.
- Provide a description of how electronic updates to the contract register are made and communicated to COUNTY.

- Provide listing of contracted distributors in the following areas:
  - ✓ Medical/Surgical
  - ✓ Orthopedic
  - ✓ Cardiac Services Lab
  - ✓ Cardiac
  - ✓ Surgical Services
  - ✓ Pharmaceutical
  - ✓ Nutrition
  - ✓ Radiology
  - ✓ Dental
  - ✓ Lab
- Provide information and documentation other value-added services available.
- Provide administrative fee structure.

### C. GPO Requirements

- Provide electronic/on-line access to supply contracts and service agreements.
- Provide electronic copies of all supply contracts and service agreements
- Provide electronic news releases and updates regarding contract terms and pricing.
- Provide electronic access to contract customer service representation.
- Provide representation to assist with program implementation.
- Provide on-going support/assistance in the area of compliance, available manufacturer rebates, tier level appropriateness, pricing validation, and letters of commitment data.

#### V. Contract Requirements

#### A. General

#### 1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

#### 2. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

#### 3. Representation of the County

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

# 4. Vendor Primary Contact

The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary point of contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the Primary contact is not available.

### 5. Change of Address

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

# 6. Subcontracting

Vendor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontracting.

# 7. Agreement Assignability

Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.

# 8. Agreement Amendments

Vendor agrees any alterations, variations, modifications, waivers, or provisions of the Contract shall be valid only when reduced to writing, duly signed, attached to the original Contract, and made a part of the agreement by amendment duly approved by the required parties.

#### 9. Termination for Convenience

The County for its convenience may terminate this Contract in whole or in part upon thirty (30) calendar day's written notice. Subject to receipt of authorized and documented expenses incurred following last invoice, County shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise.

#### 10. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part V, Section B, Indemnification.

#### 11. Venue

The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which

would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

#### 12. Licenses and Permits

Vendor shall ensure that it maintains in full force and effect all licenses required for the conduct of business under the State of California and all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations.

The Vendor shall maintain these licenses and permits in effect for the duration of this Contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this contract.

### 13. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

#### 14. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the Vendor, or officer, or employee of the Vendor.

#### 15. Client List Notification

Vendor shall not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time and within the scope of work requested by subject organization, individual or entity. Vendor shall provide current client list and shall provide the County with updated client lists as necessary so that the County may determine whether conflict of interest exists. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of the County. Should a conflict of interest be determined, the Vendor agrees not to contract with the subject organization, individual or entity with respect to the issues of conflict.

#### 16. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract, if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the

County Administrative Officer. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

# 17. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

# 18. Inaccuracies or Misrepresentations

If in the administration of a Contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

# 19. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.

#### 20. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V, A, 9 (Termination for Convenience). Unless otherwise directed by the County, Vendor may retain copies of such items.

#### 21. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

# 22. County Hours

Some County departments adopted hours other than the 8 AM to 5 PM standard. These departments will notify Vendor of the modified work schedule, as necessary, to allow proper billing. Such modified 40-hour workweek will NOT result in overtime billing.

# 23. Electronic Fund Transfer Program

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

#### 24. Local Preference

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a
  minimum of six months prior to the date that the approval authority authorizes the circulation
  of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds;
  and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local vendor for the contract award.

#### 25. Non-Discrimination

The Contractor shall not in any way discriminate against any Member or Patient on the grounds of race, color, religion, sex, national origin, age, disability, health status and genetics, political affiliation or belief. The Contractor shall include a clause to this effect in all its pertinent subcontracts. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

#### 26. Equal Opportunity Employer

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age or disability. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor will,

to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; the Immigration Reform and Control Act (IRCA) of 1986; and Arizona Executive Order 99-4 which mandates that all persons shall have equal access to employment opportunities.

### **B.** Indemnification and Insurance Requirements

#### 1. Indemnification

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

#### 2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

<u>Workers' Compensation</u> – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- **a.** Comprehensive General and Automobile Liability Insurance This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000);
- **b.** Errors and Omission Liability Insurance Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; **or**
- **c.** <u>Professional Liability</u> Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- d. Employee Automotive Liability Insurance If the services to be performed under this agreement require Vendor's employee to drive a vehicle, Vendor's employee must possess a valid California driver's license at all times during the performance of this Agreement. Vendor's employees are prohibited from driving County owned vehicles as part of the services performed.

In order for Vendor's employees to be able to use a private vehicle during the performance of this Agreement, Vendor's employees shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code.

Such requirements currently are:

- o Fifteen Thousand Dollars (\$15,000.00) for single injury or death;
- o Thirty Thousand Dollars (\$30,000.00) for multiple injury or death;
- o Five Thousand Dollars (\$5,000.00) for property damage.

Vendor's Automobile Liability coverage will serve to augment Vendor's employees' vehicle liability coverage as per the specified limits of not less than one million dollars (\$1,000,000.00) per occurrence.

#### 3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

# 4. Waiver of Subrogation Rights

The Vendor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Vendors, and subcontractor.

# 5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

#### 6. Proof of Coverage

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Vendor shall furnish certified copies of the policies and all endorsements.

#### 7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced, or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

# C. Right to Monitor and Audit

# 1. Right to Monitor

The County (and if applicable the State or Federal government) has the absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County.

#### 2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

#### VI. Proposal Submission

#### A. General

- 1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
- 2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
- **3.** Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

#### **4.** Notice Regarding Public Disclosure of Contents of Proposal

All responses to this Request for Proposal shall become the exclusive property of the County. At such time as County recommends any Vendor to the Board of Supervisors, and that such recommendation, together with any recommended contract, appears on the Board Agenda, all proposals for such contract shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each proposal which are defined by the Vendor as business or trade secrets and are plainly and prominently marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY."

Each element of a proposal which a Vendor desires not be considered a public record must be clearly marked as set forth above, **readily separable** from the other portions of the response, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) by a VENDOR shall not be sufficient and shall not bind the County in any way whatsoever. The County shall not in any way be liable or responsible for the disclosure of any

such records, or parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

# **B.** Proposal Presentation

- 1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, single-spaced, double-sided (on recycled paper) and with normal (1 inch) margins. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
- 2. One (1) unbound original and eight (8) copies, for a total of nine (9), of the complete proposal must be received by the deadline for receipt of proposal specified in Section I (h) and Section II, Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFP Number, RFP Title, and Proposal Due Date.
- **3.** Hand carried proposals may be delivered to the address listed in Section I, paragraph E, between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding holidays observed by the County, up to the deadline for proposal submission. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

#### C. Proposal Format

Vendors must provide the following information in the following format:

# 1. Cover Page

<u>Attachment A</u> is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.

#### 2. Proposal Checklist

<u>Attachment B</u> is included as a convenience to insure that all items requested are included in your proposal.

#### 3. Table of Contents

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

#### 4. Mandatory Vendor Requirements

Complete, initial, sign and include in the submitted proposal, Mandatory Vendor Requirements, **Attachment C.** 

# 5. Exceptions to RFP

Complete Attachment D and include in submitted proposal.

#### 6. Statement of Certification

Complete, initial, sign, and include in the submitted proposal, Statement of Certification, **Attachment E**.

#### 7. Pricing

Specify the proposed rates for Group Purchasing Organization Services.

#### 8. Professional References

Provide at least five (5) references from other agencies, one of which must be a government agency, where you have established a contract for this type of service. Provide Agency, Contact Name/Address, Phone Number, and Dates Services Were Provided. This information must be included on **Attachment F** - References.

### 9. Proposal Description

Provide a detailed description for each specific service or objective as detailed in **Attachment F**.

- a. Narrative description of the proposed plan to achieve the objectives.
- b. Value-Added Service

# 10. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

# 11. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of it partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be

asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

# 12. Vendor's Financial Capability

- a. Vendor must provide the Company's Annual Report for the last two years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.
- **b.** Alternatively, provide tax returns from the most recent completed fiscal year or a letter from the Vendor's financial institution indicating the Vendor can carry up to sixty (60) days worth of invoices before obtaining payment.
- **c.** Provide the name of firm(s) who performs annual financial audits.

#### 13. Insurance

Submit evidence of ability to insure as stated in Section V, Paragraph B, Indemnification and Insurance Requirements.

#### 14. Proprietary Information

Any information that is deemed proprietary by a Respondent must be clearly identified as such. The Respondent shall submit justification for any information designated as proprietary in nature. Final determinations of nondisclosure, however, rest with the COUNTY.

The County will not be held accountable if material from responses is obtained by parties other than the County without the written consent of the Respondent.

#### VII. Evaluation Process

#### A. General

All proposals will be subject to a standard review process developed by the County utilizing an Evaluation Committee. The Committee will be comprised of County and governmental agency representatives. Scoring proposals will be based on an ordinal ranking system.

#### B. Initial Review of Submitted Proposals

- 1. All proposals will be initially evaluated to determine if they meet the mandatory requirements.
- 2. The proposal must have been received at or before the time, as stated in Section II; Be complete, in the required format, and be in compliance with all the material requirements of this RFP.
- **3.** Prospective Vendors must meet the requirements as stated in the Mandatory Vendor Requirements as outlined in **Attachment C**.
- **4.** Prospective Vendors must provide three (3) references from other agencies that they have provided the same or similar service as being requested in this RFP, **Attachment F**.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or

variation is considered by the County to be immaterial or inconsequential. In such cases, the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the County may elect to waive the deficiency and accept the proposal.

# C. Scope of Evaluation

- 1. Demonstrates experience, qualifications, and competence in providing the requested services;
- **2.** Value-Added service components of membership.
- 3. Demonstrates the ability to provide professional, on-time and responsive services;
- 4. Demonstrates adequate staff, resources available to meet the needs of the COUNTY; and
- **5.** Administrative Fee (s).

#### D. Oral Presentation

Respondents whose submission most closely meets the selection criteria and which are deemed to be the most advantageous to the COUNTY may be requested to give an oral presentation to members of the Evaluation Committee. Respondents may be requested to address specific parts of their Proposal at that time. The COUNTY Purchasing Department will schedule the time and place for Oral Presentations.

#### E. Competitive Negotiation

The COUNTY retains the right to negotiate the final contract terms and conditions, to be presented to the San Bernardino County Board of Supervisors for approval, with one or more of the apparent most responsive Respondents as solely determined by the COUNTY.

The COUNTY reserves the right to request clarification, to conduct discussions with Respondents, to request revisions of proposals, and to negotiate price changes or waive minor informalities. During the discussion period, no information will be disclosed regarding either the contents of Proposals or discussions. When the Board of Supervisors makes an award, the solicitation file and the Proposals are a matter of public record.

#### F. Best and Final Offer

The COUNTY may issue a written request for Best and Final Offers (BFO). The request shall set forth the date, time, and place for the submission of Best and Final Offers. Best and Final Offers shall be requested only once, unless the COUNTY makes a written determination that it is advantageous to the COUNTY to conduct further discussions or change the COUNTY's requirements. The request for Best and Final Offers shall inform Respondents that if they do not submit a notice of withdrawal or a best and final offer, their immediate previous offer will be construed as their best and final offer.

#### G. Contract Award Process

Contract(s) will be awarded based on a competitive selection of proposals received.

A recommendation will be made to the Board of Supervisors, which will then consider recommendation to make award.

The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual contract may result in cancellation of the award.

Cost of service is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFP requirements is critical to a successful proposal.

#### H. Disputes Relating to Proposal Process or Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- **1.** Appeal must be in writing.
- 2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- **1.** Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- 2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- **3.** A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Jim Lindley, Director of Purchasing County of San Bernardino Purchasing Department 777 E. Rialto Avenue San Bernardino, CA 92415-0760

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# ATTAC HMENT A – COVER PAGE PROPOSAL FOR GROUP PURCHASING ORGANIZATION (GPO) MEMBERSHIP

VENDOR'S NAME (name of firm, entity or organization):				
FEDERAL EMPLOYER IDENTIFICATION NUMBER:				
NAME AND TITLE OF VENDOR'S CONTACT PERSON:				
MAILING ADDRESS:				
Street Address:				
City, State, Zip:				
TELEPHONE NUMBER:				
FAX NUMBER:  EMAIL ADRESS:				
EMAIL ADRESS:				
VENDOR'S ORGANIZATIONAL STRUCTURE  Corporation Partnership Proprietorship Joint Venture  Other (explain):				
Corporation Partnership Proprietorship Joint Venture				
Corporation Partnership Proprietorship Joint Venture				
CorporationPartnershipProprietorshipJoint VentureOther (explain):  If Corporation, Date Incorporated:State Incorporated:				
CorporationPartnershipProprietorshipJoint VentureOther (explain):  If Corporation, Date Incorporated:State Incorporated:States Registered in as foreign corporation:				
CorporationPartnershipProprietorshipJoint VentureOther (explain):  If Corporation, Date Incorporated:State Incorporated:  States Registered in as foreign corporation:  VENDOR'S SERVICES OR BUSINESS ACTIVITES OTHER THAN WHAT THIS RFP REQUESTS:				
CorporationPartnershipProprietorshipJoint VentureOther (explain):				
CorporationPartnershipProprietorshipJoint VentureOther (explain):  If Corporation, Date Incorporated:State Incorporated:  States Registered in as foreign corporation:  VENDOR'S SERVICES OR BUSINESS ACTIVITES OTHER THAN WHAT THIS RFP REQUESTS:  VENDOR'S AUTHORIZED SIGNATURE:  The undersigned hereby certifies that this proposal is submitted in response to this solicitation.				
CorporationPartnershipProprietorshipJoint VentureOther (explain):				

# **ATTACHMENT B - PROPOSAL CHECKLIST**

Use this checklist to ensure that all items requested have been included. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

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	Items Completed	Page (s)		
1	Attachment A – Cover Page			
<u>'</u>	/ Madimidik / Corol Fago			
	A ( )			
2	Attachment B – Proposal Checklist			
3	Attachment C – Mandatory Vendor Requirements			
4	Attachment D – Exceptions to RFP			
	·			
5	Attachment E – Statement of Certification			
3	Attachment E - Statement of Certification			
	A			
6	Attachment F – Professional References			
7	Resumes/Qualifications of Staff and Company Information			
8	Agency Experience/Qualifications			
	Agency Expendition Qualifications			
9	Pricing			
10	Financial Information (Section VI, #12)			
	·			
11	Web-based tools/reports			
' '	TOD DUOGU COCOTOPOTO			
12				

### **ATTACHMENT C - MANDATORY VENDOR REQUIREMENTS**

The following requirements apply to all prospective Vendors.

	Requirement	Agree (initial)	Disagree with qualification (initial and attach explanation)
1.	Provide staffing information: (a) Provide resumes of key staff who would be handling the County's account, along with a company organization chart.		
2.	Provide a company profile to include MVV (mission, vision and values).		
3.	Provide information which indicates if your company is either privately or publicly held		
4.	Provide professional references of at least five (5) agencies which you provide GPO service for. Provide Agency, Contact Name/Address, Phone Number, and Dates services were provided.		
5.	Submit proposal in the manner as stated in Section VI of this proposal.		
F	SIGNED:PRINT NAME:		- - -

# Request for Proposal **Group Purchasing Organization (GPO) Membership**

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# ATTACHMENT D-EXCEPTIONS TO RFP

CONTRACTOR NAME
ADDRESS
TELEPHONE# ( ) FAX # ( )
I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)
Name of Authorized Representative
Signature of Authorized Representative
Date

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# ATTACHMENT E - STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal for Group Purchasing Organization (GPO) Membership in response to County of San Bernardino RFP No. J29.

	Statement	Agree (initial)	Disagree with qualification (initial and attach explanation)
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		
Signature		Date	
Prir	it name	-	
Cor	npany	_	

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# **ATTACHMENT F- PROFESSIONAL REFERENCES**

Agency	Contact Name/Address	Phone Number	Dates Services Provided (from/through*)